the tracks at the time the crime was committed. *State* v. *Moore*, 129 N. C. 494, 39 S. E. 626, 55 L. R. A. 96. It must also be shown by some witness thoroughly familiar with the dogs that they are of pure blood, and that they had had training and experience in the tracking of human beings. *State* v. *Norman*, 153 N. C. 591, 68 S. E. 917; *State* v. *Moore, supra; Pedigo* v. *Commonwealth*, 103 Ky. 41, 44 S. W. 143, 82 Am. St. Rep. 566, 42 L. R. A. 432. By the weight of authority where it is shown that the dogs are well trained and experienced in the trailing of human beings, that within a short time after the commission of the crime they were put upon the tracks of the person towards whom all the circumstances strongly pointed as the guilty party, and that the dogs as if following these tracks brought to bay the accused, such facts are competent for the jury to consider in connection with all the other evidence as a circumstance tending to connect the accused with the alleged crime. *Hodge* v. *State*, 98 Ala. 10, 13 South 385, 39 Am. St. Rep. 17; *State* v. *Adams*, 85 Kan. 435, 116 Pac. 608, 35 L. R. A. (N. S.) 870; *State* v. *Hunter*, 143 N. C. 607, 56 S. E. 547, 118 Am. St. Rep. 830; *Spears* v. *State*, 92 Miss. 613, 46 South 166, 16 L. R. A. (N. S.) 285. The admission of this evidence does not violate the constitutional right of confrontation with witnesses, since it is not the dog which testifies but rather the person who uses the dog, the latter being a mere instrumentality in his hands. *State* v. *Dickerson*, 77 Ohio St. 34, 82 N. E. 969, 63 L. R. A. 789, 112 Am. St. Rep. 479, 11 Am. Cas. 1181.

The court should move with great caution, however, in receiving such evidence because of its uncertainty and the danger of convicting an innocent person, and it has been held in at least one jurisdiction that this evidence, both on reason and principle, is too unsafe to be admitted under any circumstances. *Brott* v. *State*, 70 Neb. 395, 97 N. W. 593, 63 L. R. A. 789. But it is believed that the latter view is unsound and that such evidence should be admitted subject to the proper precautions as outlined above.

INTERSTATE COMMERCE—TELEGRAPHS—TELEGRAM CROSSING STATE LINE.—A telegram containing notice of the death of the plaintiff's father was sent from one point to another point in the same state, but during the course of its transmission was delayed in another state. Because of delay in its delivery the plaintiff was prevented from attending the funeral and suffered great mental anguish. *Held*, this was not interstate commerce. *Western Union Tel. Co.* v. *Sharp* (Ark.), 180 S. W. 504.

Although a state may not regulate interstate commerce by laying a tax thereon, yet it may tax receipts from shipments of goods from one point in the state to another in respect of the receipts for the proportion of the transportation within the state, even though the route passes out of the state for part of the trip. *Lehigh Valley Ry. Co.* v. *Pennsylvania*, 145 U. S. 192. But shipments passing over such a route are the subject of interstate commerce and for this reason the state may not fix a rate between the two points. *Hanley* v. *Kansas City Southern Ry. Co.*, 187 U. S. 617; *United States* v. *Erie R. Co.*, 166 Fed. 352; *St. Louis & S. F. R. Co.* v. *State*, 87 Ark. 562, 113 S. W. 203. On the other hand some

courts have reached a contrary decision. *Campbell* v. *Chicago, Milwaukee & St. Paul Ry. Co.*, 86 Iowa 587, 53 N. W. 315, 17 L. R. A. 443; *Seawall* v. *Kansas City, Ft. Scott & Memphis Ry. Co.*, 119 Mo. 222, 24 S. W. 1002. These latter cases are based upon a misconception of *Lehigh Valley Ry. Co.* v. *Pennsylvania, supra,* a tax case, which may be clearly distinguished from an attempt by the state to regulate the shipment while outside of its border. Unless such commerce were held to be interstate the second state through which the route passed would have as much right to regulate it as the state of its origin and terminus, and it is clear that both could not.

A ship engaged in transportation between ports of the same state while navigating the high seas is "engaged in commerce with foreign nations" within the meaning of the Constitution, and is therefore subject to regulation by Congress. *Lord* v. *Steamship Co.*, 102 U. S. 541. But since the same reasons do not apply here as in case of similar railway shipments, the state may regulate the rate for such transportation until Congress sees fit to legislate on the subject. *Wilmington Transport Co.* v. *Railroad Commission of California*, 236 U. S. 151. *Contra, Pacific Coast S. S. Co.* v. *Railroad Commission*, 9 Sawyer 253, 18 Fed. 10.

As to telegraphs it is held that when the initial and terminal points are both within the state the message is domestic and its character is not affected by the fact that the line passes over the territory of another state, since it in no way affects or concerns any business in the other state either as regards the company or the citizens of the other state. *Western Union Tel. Co.* v. *Hughes*, 104 Va. 240, 51 S. E. 225; *Western Union Tel. Co.* v. *Reynolds*, 100 Va. 459, 41 S. E. 856, 93 Am. St. Rep. 971; *North Carolina* v. *Western Union Tel. Co.*, 113 N. C. 213, 18 S. E. 389, 22 L. R. A. 570. See *Western Union Tel. Co.* v. *Taylor*, 57 Ind. App. 93, 104 N. E. 771. Were the law otherwise the telegraph company would have exceptional facilities for evading state statutes regulating them, in that by merely switching wires or relaying in another state, they could, at will and without serious expense, give any domestic message an interstate character.

LANDLORD AND TENANT—DUTY OF LANDLORD—DELIVERY OF POSSESSION.—The defendant entered into a binding contract to purchase land, and then leased it to the plaintiff, the lease to begin at a future date. The vendor refused to convey the land and because of such refusal, the plaintiff was prevented from taking possession. The plaintiff brought an action for damages against the defendant for failing to put him into possession. *Held,* the defendant is liable. *Dilly* v. *Paynesville Land Co.* (Iowa), 155 N. W. 171.

The cases involving the question of whether there is an implied covenant that the lessor will put the lessee in actual possession of the leased premises at the time at which the lease is to begin are in irreconcilable conflict. Those cases following the doctrine in *Gardner* v. *Keteltas*, 3 Hill (N. Y.) 330, 38 Am. Dec. 637, known as the American view, hold that there is no implied covenant that the lessor will put the lessee in actual possession. According to this view the lessor need only give